

Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. 10220-10
Filed 1425
NOV 27 1979-3 15 PM

RECEIVED INTERSTATE COMMERCE COMMISSION
NOV 27 3 10 PM '79

Gentlemen:

I.C.C.
FEE OPERATION BR.

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and three counterparts of a First Amendment to Security Agreement-Trust Deed dated as of September 1, 1979.

*

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: National Fleet Leasing Corporation
5301 Fifth Avenue
Pittsburgh, Pennsylvania 15232

Secured Party: Connecticut Bank and Trust Company,
as Trustee
1 Constitution Plaza
Hartford, Connecticut 06115

The undersigned is the Secured Party mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and one copy of the First Amendment to Security Agreement-Trust Deed to Kenneth G. Goldin, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

CONNECTICUT BANK AND TRUST COMPANY,
as Trustee

No. 9-331A093

Date NOV 27 1979

Fee \$ 10.00

ICC Washington, D. C.

By

Its ASSISTANT VICE PRESIDENT

Enclosures

*The original Security Agreement-Trust Deed dated as of February 28, 1979 to which the enclosed document is an amendment was recorded at 12:00 p.m. on March 23, 1979 and assigned Recordation Number 10220.

Schedule 1

DESCRIPTION OF EQUIPMENT

Number
of
Items

58

Description

5600-5800 cu. ft.,
100 ton pneumatic
unloading hopper cars
bearing either
identifying numbers
BWCX 1001 - 1005,
inclusive, BWCX
1075 - 1119, inclusive,
BWCX 1151-1158,
inclusive, or identifying
numbers NAHX 58011
through 58018, inclusive,
NAHX 58020 through
58056, inclusive,
NAHX 56500 through
56504, inclusive,
and NAHX 58089 through
58096, inclusive.

Interstate Commerce Commission
Washington, D.C. 20423

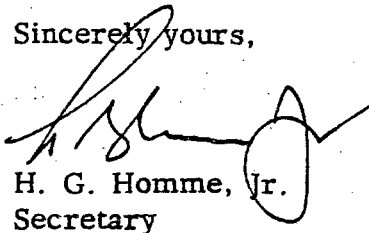
OFFICE OF THE SECRETARY

Kenneth G. Goldin, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/27/79 at 3:15PM, and assigned recordation number(s). 10220-A.

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

RECORDATION NO. 10220-A Filed 1425

NOV 27 1979 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO SECURITY AGREEMENT-TRUST DEED

Dated as of September 1, 1979

Between

NATIONAL FLEET LEASING CORPORATION

Debtor

And

THE CONNECTICUT BANK AND TRUST COMPANY
as Trustee

Secured Party

FIRST AMENDMENT TO SECURITY AGREEMENT - TRUST DEED

This FIRST AMENDMENT TO SECURITY AGREEMENT - TRUST DEED dated as of September 1, 1979 (the "First Amendment") by and between NATIONAL FLEET LEASING CORPORATION, whose address is 5301 Fifth Avenue, Pittsburgh, Pennsylvania 15232 (the "Debtor") and THE CONNECTICUT BANK AND TRUST COMPANY, whose address is 1 Constitution Plaza, Hartford, Connecticut 06115 (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and Secured Party have heretofore executed and delivered that certain Security Agreement - Trust Deed dated as of February 28, 1979 (the "Security Agreement") as security for the payment in full of all principal of and interest on the 9-1/2% Secured Notes of the Debtor in the aggregate principal amount of \$1,555,096 issued under and pursuant to the separate Loan Agreements dated as of February 28, 1979 between the Debtor and Continental American Life Insurance Company and United Farm Bureau Family Life Insurance Company, respectively; and

WHEREAS, the Security Agreement was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on March 23, 1979 at 12:00 P.M. and was assigned recordation No. 10220; and

WHEREAS, the Debtor and the Secured Party desire to amend the Security Agreement in the respects, but only in the respects, hereinafter set forth; and

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor and the Secured Party hereby covenant and agree that the Security Agreement shall be deemed to be and it is hereby amended as follows: a

1. By deleting Schedule 1 attached to the Security Agreement as originally executed and substituting therefor Schedule 1 attached to this First Amendment.

Whenever in any certificate, letter, notice or other instrument reference is made to the Security Agreement, such reference without more shall include reference to this First Amendment.

This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

Except to the extent hereby amended and modified, the Security Agreement is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this First Amendment to be executed all as of the day and year first above written.

NATIONAL FLEET LEASING CORPORATION

By M. H. Darity
Its President

[SEAL]

ATTEST:

Paul J. J. J.
Secretary

THE CONNECTICUT BANK AND TRUST COMPANY,
as Trustee

By [Signature]
Its ASSISTANT VICE PRESIDENT

[SEAL]

ATTEST:

[Signature]
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this 5th day of OCTOBER, 1979, before me personally appeared M. W. SIVITZ, to me personally known, who being by me duly sworn, says that he is the PRESIDENT of NATIONAL FLEET LEASING CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

David T. Hallewell
Notary Public

[NOTARIAL SEAL]

My commission expires:

DAVID T. HALLEWELL, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAR. 18, 1982
Member, Pennsylvania Association of Notaries

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 12th day of October, 1979, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Barbara S. Kacich
Notary Public

[NOTARIAL SEAL]

My commission expires:

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

Schedule 1
(to Security Agreement)

DESCRIPTION OF EQUIPMENT

Number
of
Items

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5600-5800 cu. ft.,
100 ton pneumatic
unloading hopper cars
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inclusive, BWCX
1075 - 1119, inclusive,
BWCX 1151-1158,
inclusive, or identifying
numbers NAHX 58011
through 58018, inclusive,
NAHX 58020 through
58056, inclusive,
NAHX 56500 through
56504, inclusive,
and NAHX 58089 through
58096, inclusive.